

JS-6

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

SONYA WILLIAMS, et al.

Plaintiff,

vs.

VEOLIA TRANSPORTATION  
SERVICES, INC., et al.,

Defendants.

Case No.: 2:08-cv-02582-GW-AGR

[Assigned to Hon. George Wu]

**FINAL ORDER AND JUDGMENT**

Complaint Filed: April 18, 2008

**FINAL ORDER AND JUDGMENT**

The Court having considered all papers filed and proceedings herein, and otherwise being fully informed, and good cause appearing therefore, it is hereby **ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

1. This Order hereby adopts and incorporates by reference the terms and conditions of the Joint Stipulation of Settlement and Release (“Settlement Agreement”) filed on March 5, 2014.

2. The Court finds that it has jurisdiction over the subject matter of the action and over all parties to the action.

3. The Court approves the settlement as set forth in the Settlement Agreement, and hereby directs implementation of all remaining terms, conditions, and provisions of the Settlement Agreement. The Court also finds that settlement now will avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the case.

4. The Settlement Agreement is not an admission by Defendant or by any other released party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant or any other released party. Neither this Order, the Settlement Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendant or any of the other Released Parties.

5. Approval shall be granted with respect to Defendant’s payment of Two Hundred and Thirty Thousand dollars (\$230,000) (“PAGA Settlement Amount”) for resolution of any and all aggrieved employees’ claims for civil penalties arising from PAGA. Pursuant to California Labor Code section 2699(i), seventy-five percent (75%) of the PAGA Settlement Amount will be paid to the California Labor and Workforce Development Agency, and the remaining twenty-

1 five percent (25%) will be paid to Plaintiffs, with twenty percent (20%) of the  
2 PAGA Settlement Amount allocated to PAGA representative Sonya Williams, and  
3 five percent (5%) allocated to PAGA representative Patricia Allen.

4 6. The PAGA Settlement Amount shall constitute the entire amount of  
5 civil penalties to be paid by Defendant.

6 8. Upon entry of this Judgment, Plaintiffs, on behalf of all aggrieved  
7 employees, and except for any settlement payments and attorneys' fees due to  
8 Plaintiffs under the Settlement, shall release and discharge Defendant and its  
9 present or former officers, agents, employees, directors, trustees, subsidiaries,  
10 affiliated divisions and companies, parent companies, predecessors, successors  
11 and assigns ("Released Parties") from any and all claims for civil penalties against  
12 the Released Parties. Plaintiffs shall release in their individual capacity all wage  
13 and hour claims that they have against Defendant and Released Parties.

14 9. Without affecting the finality of the Judgment, the Court shall retain  
15 exclusive and continuing jurisdiction over the above-captioned action and the  
16 parties, for purposes of enforcing the terms of the Judgment entered herein.

17  
18 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

19  
20 Dated: April 9, 2014



21 \_\_\_\_\_  
22 Honorable George H. Wu  
23 United States District Court Judge  
24  
25  
26  
27  
28